



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 8, 2003

IN REPLY PLEASE

REFER TO FILE: PD-5

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MOUNTAINS EDUCATION PROGRAM  
SANTA MONICA MOUNTAINS CONSERVANCY  
PROPOSITION A LOCAL RETURN TRANSPORTATION PROGRAM  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the Mountains Education Program to transport residents of the unincorporated County areas to recreational facilities in the Puente Hills, Rim of the Valley Trail corridor, Santa Monica Mountains, and mountain recreational/open space areas as part of the County's Fiscal Year 2003-04 Proposition A Local Return Transportation Program. The estimated cost of the program is \$17,300.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute an agreement, similar to the enclosed agreement, with the Santa Monica Mountains Conservancy for this service, which covers a one-year period commencing on July 1, 2003.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since 1988, your Board has approved Proposition A Local Return Transit funds for the Mountains Education Program. This Program provides transportation to local parks, beaches, and mountain recreational/open space areas including the Puente Hills,

Rims of the Valley Trail Corridor, Santa Monica Mountains, and other mountain recreational/open spaces for community centers, senior citizen groups, camps, schools, family and church groups, and mentally- and physically-challenged populations in unincorporated areas of the County.

The majority of the participants are of low income, disadvantaged, and have limited access to natural parklands. Because of the benefit to residents of the unincorporated County areas, we recommend continuation of the program for Fiscal Year 2003-04.

This program continues to be an effective means for transporting groups of unincorporated County residents who would not otherwise have access to the above-mentioned areas.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action meets the County's Strategic Plan of Service Excellence as it provides services to the public in a responsive manner. This program will provide an opportunity for patrons to visit the Puente Hills, Rim of the Valley Trail Corridor, Santa Monica Mountains, and other recreational/open space areas who have no other means of transportation.

#### **FISCAL IMPACT/FINANCING**

The estimated cost to provide this service for Fiscal Year 2003-04 is \$17,300. The funding will be jurisdictionally shared based on actual ridership from each District. The following estimated shares were determined based on the anticipated usage of this service by the residents of each District.

|                        |                 |
|------------------------|-----------------|
| Supervisory District 1 | \$ 4,200        |
| Supervisory District 2 | \$ 5,500        |
| Supervisory District 3 | \$ 2,000        |
| Supervisory District 4 | \$ 1,400        |
| Supervisory District 5 | <u>\$ 4,200</u> |
|                        | \$17,300        |

This project will be financed from Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by the Department of Public Works.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This agreement will be in compliance with the mandatory jury service requirements as set forth in Los Angeles County Code, Chapter 2.203.010 through 2.203.090, Jury Service Program. The agreement will be signed after receiving the signed Jury Service Program Exception and Certification forms. Should we not receive the signed forms from Santa Monica Mountains Conservancy for service, that service will be interrupted until we receive the forms and the agreement is signed.

Upon your approval, we will inform the Los Angeles County Metropolitan Transportation Authority of the continuation of this program. The agreement will be approved as to form by County Counsel prior to submittal to the Director of Public Works, or his designee, for signature. The agreement will be submitted to the Director of Public Works, or his designee, for signature before the term of service begins.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended agreement, which is for service that are required on an as-needed and intermittent basis.

### **ENVIRONMENTAL DOCUMENTATION**

On June 4, 2002, your Board found this service statutorily exempt from the California Environment Quality Act pursuant to Public Resources Code 21080(b) (10) under transportation-related projects.

### **IMPACT ON CURRENT SERVICES (OR PORJECTS)**

This action provides for continuation of the current service.

### **CONTRACTING PROCESS**

The Santa Monica Mountains Conservancy contracts for service through a competitive process, which dictates the annual cost of the service. The County's share of the cost of the service is based on the Conservancy's cost obtained through this process.

The Honorable Board of Supervisors  
May 8, 2003  
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**CONCLUSION**

Upon approval, please return two approved copies of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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CO31812  
A:\SANTAMONICAMOUNTAINBL.dot

Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and "SANTA MONICA MOUNTAINS CONSERVANCY," hereinafter referred to as "PROVIDER":

## W I T N E S S E T H

WHEREAS, COUNTY and PROVIDER agree that it is in the public interest to provide transportation to the residents of unincorporated COUNTY areas with no other means of transportation to local parks, beaches, and mountain recreational/open space areas including Puente Hills, Rim of the Valley Trail Corridor, and Santa Monica Mountains, hereinafter referred to as "SERVICE"; and

WHEREAS, COUNTY is willing to finance the Proposition A eligible portion of the actual cost of SERVICE using COUNTY'S Proposition A Local Return Transit funds subject to the provisions herein contained.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

1. COUNTY Responsibility

COUNTY agrees to finance a portion of the actual cost of approved SERVICE as set forth below.

2. PROVIDER Responsibility

PROVIDER must obtain approval from COUNTY for each transit trip. COUNTY may approve or deny the trip at its sole discretion. PROVIDER shall seek approval of each transit trip based on the following general guidelines:

- A. At Least thirty (30) calendar days prior to scheduling any trip to be funded by COUNTY, PROVIDER must submit to COUNTY the names and addresses of the organization(s), school(s), or other group affiliation(s) that the trips are being requested for, along with the COUNTY Supervisorial District in which each trip is scheduled pickup locations, PROVIDER must also submit to COUNTY the pickup location addresses.
- B. All trips must originate from within the boundaries of COUNTY. If an organization or school that requests a trip is located in an incorporated city within the boundaries of COUNTY, the trip can only become eligible if PROVIDER submits the names and resident addresses of all participants

to ensure that a minimum of sixty percent (60%) of the riders are residents of the unincorporated area of COUNTY within the Supervisorial District identified in Subsection 2A above.

- C. All trips labeled or identified as a school activity, function, or sponsored trip must have a properly certified School Pupil Activity Bus (SPAB) and SPAB-certified driver provide the SERVICE. In addition, all trips that have the pickup(s) and/or destination(s) at a school address, regardless if the trip is labeled or identified as a school activity, function, or sponsored trip, must have a properly certified SPAB and SPAB-certified driver provide the SERVICE.
- D. COUNTY reserves the right to approve or deny any trip, for any reason whatsoever, at its sole discretion.
- E. PROVIDER shall ensure that the bus transportation provider secures and maintains all permits, certificates, and licenses required by law for the performance this CONTRACT including these permits, certificates, and licenses required to provide SPAB service.

In addition to the above requirements, PROVIDER agrees to lease or charter appropriate buses to provide SERVICE in accordance with the guidelines as specified in Appendix A.

3. Term of AGREEMENT

The term of SERVICE under this AGREEMENT shall be from July 1, 2003, through June 30, 2004.

4. Payment for SERVICE

PROVIDER shall submit claims for payment along with documentation required by COUNTY for each trip including, but not limited to, the following: a) the COUNTY'S Supervisorial District from which the trip originated, b) a copy of each invoice provided by the bus company that performed the trips, c) the times at which the trip began and ended, and d) the pickup and destination locations. Claims shall be provided within fifteen (15) calendar days of the end of each month that SERVICE is provided. Subject to acceptance and approval by COUNTY, payment will normally be made within thirty (30) calendar days of approval. PROVIDER agrees to provide transportation to residents of unincorporated COUNTY areas. PROVIDER will only be paid for the actual costs of SERVICE provided to residents of COUNTY unincorporated areas in an amount that will not exceed Four Thousand One Hundred Ten and 00/100 Dollars (\$4,110.00) in Supervisorial District 1, Five Thousand Four Hundred

Eighty and 00/100 Dollars (\$5,480.00) in Supervisorial District 2, One Thousand Nine Hundred Eighteen and 00/100 Dollars (\$1,918.00) in Supervisorial District 3, One Thousand Three Hundred Seventy and 00/100 Dollars (\$1,370.00) in Supervisorial District 4, and Four Thousand One Hundred Ten and 00/100 Dollars (\$4,110.00) in Supervisorial District 5. Monthly operational records submitted to COUNTY by PROVIDER shall specify the actual transportation costs based upon ridership and patron residency for each of the Supervisorial Districts.

PROVIDER'S billing invoices must be mailed to the County of Los Angeles Department of Public Works, Fiscal Division, Accounts Payable, P.O. Box 7508, Alhambra, California 91802-7508.

5. Maximum Obligation

COUNTY'S maximum obligation under this AGREEMENT is Sixteen Thousand Nine Hundred and Eighty-eight and 00/100 Dollars (\$16,988.00). COUNTY'S obligations under this AGREEMENT are subject to availability of funds in its 2003-04 Fiscal Year Budget.

6. Monitoring of SERVICE

COUNTY'S Director of Public Works, or his designee, hereinafter referred to as "DIRECTOR," shall have the right to have authorized COUNTY personnel board, at no cost to the COUNTY, all buses utilized by PROVIDER in the performance of SERVICE, for the purpose of monitoring SERVICE or to inspect vehicles used to provide SERVICE.

7. Record Keeping, Reporting, and Auditing

PROVIDER will provide access to daily ridership and residency logs and other operational records deemed necessary by DIRECTOR and shall provide copies of same upon specific request by DIRECTOR.

PROVIDER shall keep records of all transportation costs in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving equipment or personnel while transporting passengers funded by this AGREEMENT shall be immediately reported to DIRECTOR.

PROVIDER shall maintain such operating and fiscal records necessary to comply with the Los Angeles County Metropolitan Transportation Authority Proposition A Local Return Transit guidelines, requirements, and procedures, including, but not limited to, those requirements in Appendix A, and shall maintain all records on file for a minimum of three years following the termination of this AGREEMENT.

If at any time during the term of this AGREEMENT, or within three years after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY conduct an audit of SERVICE and if such audit finds that COUNTY'S dollar liability for such SERVICE is less than payments made by COUNTY to PROVIDER, then PROVIDER agrees the difference shall be either: (1) repaid forthwith by PROVIDER to COUNTY by cash payment, or (2) at the option of DIRECTOR, credited against any future payments hereunder to PROVIDER. If such audit finds that COUNTY'S dollar liability for SERVICE is more than payments made by COUNTY to PROVIDER, then the difference shall be paid to PROVIDER by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation, as set forth in this AGREEMENT, be exceeded.

8. Controlled Substance and Alcohol Testing

PROVIDER shall implement, as a minimum, the Controlled Substance and Alcohol Testing Program as specified in Appendix B or as may be required by rules and regulations issued by the United States Department of Transportation and described in Title 49, Code of Federal Regulations, Part 653, "Control of Drug Use in Mass Transportation Operations," dated November 21, 1998, or as subsequently amended. PROVIDER'S policies may supersede policies specified in Appendix B only when they can be shown to DIRECTOR'S satisfaction to be more stringent than those policies shown in Appendix B. COUNTY shall not indemnify PROVIDER for disciplinary actions imposed, which exceed those specified in Appendix B.

PROVIDER shall be required to provide COUNTY proof of PROVIDER'S compliance with statutory provisions by submitting reported results of the random testing and other associated tests to COUNTY on a quarterly basis on the form shown in Appendix C. Such reports shall be submitted to COUNTY within fifteen (15) calendar days after the end of the quarter.

9. Indemnification and Insurance

A. Indemnification

PROVIDER shall indemnify, defend, and hold harmless COUNTY, special districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with PROVIDER'S acts and/or omissions arising from and/or relating to this AGREEMENT.



B. Work Place Safety Indemnification

In addition to, and without limiting the above indemnification, and to the extent allowed by law, PROVIDER agrees to defend, indemnify, and hold harmless the COUNTY, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of PROVIDER or COUNTY, attributable to any alleged act or omission of PROVIDER, which is in violation of any CalOSHA regulation. The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer work sites. The COUNTY may deduct from any payment otherwise due PROVIDER any costs incurred or anticipated to be incurred by COUNTY including legal fees and staff costs associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by PROVIDER under this AGREEMENT.

- C. Without limiting PROVIDER'S indemnification of COUNTY and during the term of this AGREEMENT, PROVIDER shall provide and maintain and shall ensure that its subcontractors provide and maintain the following programs of insurance specified in this AGREEMENT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at PROVIDER'S own expense. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least forty-five (45) calendar days in advance of any modification or termination of insurance. Evidence of insurance program shall be as required in Appendix D.

- 1) Evidence of Insurance-Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to County of Los Angeles Department of Public Works, Programs Development Division, 11th Floor, Transit Operations Section, Attention Mr. Aras Ahmed, 900 South Fremont Avenue, Alhambra, California 91803-1331, prior to commencing SERVICE under this AGREEMENT. Such certificates or other evidence shall:

- a. Specifically identify this AGREEMENT.

- b. Clearly evidence all coverage required by this AGREEMENT.
  - c. Include copies of the additional insured endorsement to the commercial general liability policy and automobile policies adding COUNTY, its special districts, its officials, officers, and employees as insured for all activities arising from this AGREEMENT.
  - d. Identify any deductibles or self-insured retentions for DIRECTOR'S approval. COUNTY retains the right to require PROVIDER to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY or require PROVIDER to provide a bond guaranteeing payment of all such retained losses and related costs including, but not limited to, expenses or fees, or both, related to investigations; claims administration; and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 2) Insurer Financial Rating-Insurance is to be provided by an insurance company acceptable to COUNTY with an A. M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 3) Failure to Maintain Coverage-Failure by PROVIDER to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT. COUNTY, at its sole option, may obtain damages from PROVIDER resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to PROVIDER, COUNTY may deduct from sums due to PROVIDER any premium costs advanced by COUNTY for such insurance.
- 4) Notification of Incidents, Claims, or Suits-PROVIDER shall report to COUNTY'S Project Manager:
- a. Any accident or incident relating to services performed under this AGREEMENT, which involves injury or property damage which may result in the filing of a claim or lawsuit against PROVIDER and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- b. Any third-party claim or lawsuit filed against PROVIDER arising from or related to services performed by PROVIDER under this AGREEMENT.
  - c. Any injury to a PROVIDER'S employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report."
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to PROVIDER under the terms of this AGREEMENT.
- 5) Compensation for County Costs-In the event that PROVIDER fails to comply with any of the indemnification or insurance requirements of this AGREEMENT, and such failure to comply results in any costs to COUNTY, PROVIDER shall pay full compensation for all costs incurred by COUNTY.

D. Insurance Coverage Requirements

- 1) General Liability insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:.....\$2 million  
 Products/Complete Operations Aggregate:.....\$1 million  
 Personal and Advertising Injury:.....\$1 million  
 Each Occurrence:.....\$1 million

- 2) Automobile Liability insurance endorsed for all owned, hired, and nonowned vehicles in an amount as recommended by the PUC, but not less than the following:

Seating capacity of 16 passengers or more  
 (including driver).....\$5 million

Seating capacity of 15 passengers or less  
 (including driver).....\$1.5 million

Taxicabs as defined by Vehicle Code, Section 27908,  
 A minimum of:

Per person.....\$100,000  
 Per occurrence:.....\$300,000  
 Property damage:.....\$ 50,000  
 Combined single-limit:.....\$300,000

A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to PROVIDER providing SERVICE hereunder and, thereafter, before such insurance coverage expires.

- 3) Workers' Compensation and Employers' Liability-Insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state for which the PROVIDER is responsible. If PROVIDER'S employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the PROVIDER is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:.....\$1 million  
Disease-policy limit.....\$1 million  
Disease-each employee:.....\$1 million

As a condition precedent to its performance pursuant to this AGREEMENT, PROVIDER, by and through its execution of this AGREEMENT, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this AGREEMENT and agrees to fully comply with said provisions. The above requirements can be met by a combination of primary and excess insurance coverage.

- 4) Contractor(s)

Insurance requirements stated above apply to all subcontractor(s) of PROVIDER as well as PROVIDER.

10. Independent Program

This AGREEMENT is by and between COUNTY and PROVIDER and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and PROVIDER.

PROVIDER understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers'

Compensation Liability, employees solely of PROVIDER or its subcontractor(s) and not of COUNTY.

PROVIDER or subcontractor(s) shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of PROVIDER pursuant to this AGREEMENT.

11. Termination of AGREEMENT

A. COUNTY or PROVIDER may terminate this AGREEMENT at any time during its term, upon 30 days prior written notice to the other party, without further liability of any sort with the exception of COUNTY'S right to terminate AGREEMENT immediately as provided in Section 10. C. 3.

B. COUNTY reserves the right to renegotiate the terms of this AGREEMENT to reduce PROVIDER'S compensation in the event such reduction is necessary, at the sole discretion of COUNTY, to achieve COUNTY budget reductions. Nothing in this paragraph is intended to diminish COUNTY'S right to terminate this AGREEMENT as provided herein.

C. Thirty (30) Calendar Day Notice

COUNTY reserves the right to terminate all or any portion of this AGREEMENT for any reason upon giving thirty (30) calendar days written notice to PROVIDER, unless a shorter time period is mutually agreeable to both parties.

D. Causes

COUNTY shall further have the right to terminate this AGREEMENT immediately in its entirety and all rights ensuring therefrom, immediately, upon the occurrence of one or more of the following:

1. The occurrence of any act which operates to deprive PROVIDER of the rights, powers, licenses, permits, and authorities necessary for the proper conduct and operation of SERVICE for a period of thirty (30) calendar days, or the filing by or against PROVIDER of any petition in bankruptcy, or any reorganization of PROVIDER pursuant to Chapters 10 or 11 of the Bankruptcy Act; provided,

however, that any attempt upon the part of PROVIDER to make an assignment for the benefit of creditors shall constitute a breach of this AGREEMENT and, thereupon, this AGREEMENT shall become null and void and no right granted or conferred by this AGREEMENT shall pass under said attempted assignment.

2. The abandonment or discontinuance by PROVIDER of SERVICE by any act or acts of PROVIDER without the prior written consent of COUNTY.
3. Any persistent violation on the part of PROVIDER'S agents, servants, or employees of the traffic rules and regulations of the State of California or disregard of the safety of persons using the vehicles, upon failure or refusal on the part of PROVIDER to correct the same forthwith after notice from DIRECTOR to do so.
4. The failure by PROVIDER to keep, perform, and observe any of the covenants, conditions, and terms of this AGREEMENT.
5. Failure on the part of the PROVIDER to maintain the quality of SERVICE required by the terms of this AGREEMENT including, but not limited to, any cessation or diminution for any reasons whatsoever to maintain in its employ the personnel necessary to keep said SERVICE in operation and available for transporting passengers.

E. Payment after Termination Notice

In the event COUNTY terminates this AGREEMENT as herein above provided, PROVIDER will be paid for SERVICE performed to the time of cancellation of AGREEMENT unless cancellation is due to any of the reasons specified in Section 12. D., in which case such payment will be reduced by any damages caused to COUNTY by acts of PROVIDER causing the cancellation.

PROVIDER, in having accepted the terms of AGREEMENT, shall be deemed to have waived any and all claims for damages because of cancellation of AGREEMENT for any such reason.

12. Termination for Improper Consideration

COUNTY may, by written notice to PROVIDER, immediately terminate the right of PROVIDER to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by PROVIDER, either directly or

through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing more favorable treatment with respect to the award of this AGREEMENT or the making of any determination with respect to PROVIDER'S performance pursuant to this AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue that same remedies against PROVIDER as it could pursue in the event of default by PROVIDER.

PROVIDER shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made to either COUNTY manager charged with the supervision of the employee or to COUNTY Auditor Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

13. Default by PROVIDER

If PROVIDER fails to commence SERVICE within the time specified, in the manner specified, does or causes to occur any of the acts indicated in Section 12.D., or if PROVIDER is not carrying out the intent of AGREEMENT, COUNTY may serve written notice upon PROVIDER declaring PROVIDER in default and demanding satisfactory compliance with AGREEMENT.

If PROVIDER does not comply with such notice within five days after receiving it, or after starting to comply, fails to continue, COUNTY may complete and continue SERVICE by contracting for the unfinished SERVICE with another provider, or providing for and continuing the SERVICE with its own personnel and/or equipment, or a combination thereof. In that event, the cost of completing SERVICE shall be charged against PROVIDER and may be deducted from any money due or becoming due from COUNTY. If the sum due PROVIDER under AGREEMENT are insufficient for payment of costs of completion, PROVIDER shall pay to COUNTY all cost in excess of AGREEMENT price.

The provision of this Section shall be in addition to all other rights and remedies available to COUNTY under law.

14. PROVIDER Responsibility and Debarment

- A. A responsible PROVIDER is a PROVIDER who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the agreement. It is the COUNTY'S policy to conduct business only with responsible providers.

- B. PROVIDER is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of PROVIDER on this or other agreements, which indicates that the PROVIDER is not responsible, COUNTY may, in addition to other remedies provided in the AGREEMENT, debar PROVIDER from COUNTY contracts for a specified period of time not to exceed three years and terminate any or all existing contracts PROVIDER may have with COUNTY.
- C. COUNTY may debar a PROVIDER if the Board of Supervisors finds, in its discretion, that PROVIDER has done any of the following, but not limited to: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on PROVIDER'S quality, fitness, or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on the same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- D. If there is evidence that PROVIDER may be subject to debarment, Public Works will notify PROVIDER in writing of the evidence, which is the basis for the proposed debarment, and will advise PROVIDER of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. PROVIDER and/or PROVIDER'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether PROVIDER should be debarred, and, if so, the appropriate length of time of the debarment. If PROVIDER fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, PROVIDER may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. PROVIDER is obligated to inform COUNTY whether it (including any of its officers and/or other person(s) or entities which have a controlling interest in PROVIDER) is or has been on any debarred bidders list maintained by



the United States Government. Failure to inform COUNTY may cause the termination of this AGREEMENT in its entirety.

15. Emergency In-Lieu Performance by COUNTY

In the event that PROVIDER fails, neglects, or is unable to timely perform any of SERVICE as specified herein, COUNTY reserves the right, without terminating AGREEMENT and without declaring AGREEMENT in default as specified in Section 23, to provide such SERVICE, until such time as PROVIDER demonstrates its ability to continue performance. PROVIDER agrees to pay COUNTY for the reasonable costs thereof.

16. Personnel and Operations

All personnel assigned to perform SERVICE under this AGREEMENT shall be employed and compensated in accordance with all applicable Federal, State, and local ordinances and laws including, but not limited to, the Immigration Reform and Control Act of 1986 (P. L. 99-603). Such personnel shall treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of children and persons with disabilities. PROVIDER shall have the right to refuse any or all passengers if passenger activity will in any way impair safe operation of the vehicle.

17. Accessibility Requirements for Persons with Disabilities

PROVIDER shall meet accessibility requirements as defined in Appendix D.

18. Nondiscrimination in Employment

PROVIDER shall ensure that qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, ancestry, national origin, age, condition of physical or mental disability, marital status, sexual orientation, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship.

PROVIDER shall deal with its contractor(s), bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, gender, age, condition of physical or mental disability, marital status, sexual orientation, or political affiliation.

PROVIDER shall allow COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this AGREEMENT. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that PROVIDER has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by COUNTY that PROVIDER has violated the antidiscrimination provisions of this AGREEMENT.

The parties agree that in the event PROVIDER violates the antidiscrimination provisions of this AGREEMENT, COUNTY shall, at its option, be entitled to a sum of Five Hundred and 00/100 Dollars (\$500.00) pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of canceling, terminating, or suspending this AGREEMENT.

19. Gratuities

COUNTY may, by written notice to PROVIDER, immediately terminate the right of PROVIDER to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by PROVIDER, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of this AGREEMENT or the making of any determinations with respect to PROVIDER'S performance pursuant to this AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against PROVIDER as it could pursue in the event of default by PROVIDER.

PROVIDER shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gift

20. Modification

AGREEMENT fully expresses all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

21. Notices to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

22. Governing Laws

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California.

23. Notices

A. Notices, except for invoices, to COUNTY shall be addressed as follows:

Director of Public Works  
County of Los Angeles  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Attention Transit Operations Section

Invoices must be mailed to the address as shown in Section 4, Payment for SERVICE.

B. Notice to PROVIDER shall be addressed as follows:

Santa Monica Mountains Conservancy  
570 West Avenue 26  
Suite # 100  
Los Angeles, CA 90065

In the event of suspension or termination of this AGREEMENT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to PROVIDER. Actual knowledge of such suspension or termination by an individual PROVIDER or by a copartner, if PROVIDER is a partnership, or by the president, vice president, secretary, or general manager, if PROVIDER is a corporation, or by the managing agent regularly in charge of the work on behalf of said PROVIDER, shall in any case be sufficient notice.

24. Assignment or Transfer

PROVIDER shall not assign, transfer, convey, sublet, or otherwise dispose of this AGREEMENT or its rights, title, or any interest therein, in whole or in part, without the prior written consent of COUNTY.

25. COUNTY Lobbyists

PROVIDER and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by PROVIDER, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of PROVIDER or any COUNTY Lobbyist or COUNTY lobbying firm retained by PROVIDER to fully comply with the County Lobbyists Ordinance shall constitute a material breach of this AGREEMENT upon which COUNTY may immediately terminate or suspend this AGREEMENT.

26. Greater Avenue for Independence (GAIN) Program

Should PROVIDER require additional or replacement personnel after the effective date of this AGREEMENT, PROVIDER shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Service's GAIN Program who meet PROVIDER'S minimum qualifications for the open position. COUNTY will refer GAIN participants by job category to PROVIDER.

27. Child Support Laws

A. COUNTY'S Policy on Child Support Laws

PROVIDER acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. PROVIDER understands that it is COUNTY'S policy to encourage all PROVIDER'S to voluntarily post COUNTY'S L.A.'s Most

Wanted: Delinquent Parents List in a prominent position at PROVIDER'S place of business. COUNTY will supply PROVIDER with the poster to be used.

B. Child Support Compliance Program

As required by the COUNTY'S Child Support Compliance Program (County Code, Chapter 2.200), PROVIDER shall maintain compliance with Employment and Wage Reporting requirements as required by the Federal Social Security Act (42 USC, Section 653) and California Unemployment Insurance Code, Section 1088.5 and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

C. Termination for Noncompliance with Child Support Requirements

PROVIDER shall maintain compliance with requirements of COUNTY'S Child Support Compliance Program as certified in PROVIDER'S Child Support Compliance Program Certification and as set forth in this AGREEMENT. Failure of PROVIDER to maintain compliance with these requirements will constitute a default under this AGREEMENT.

Failure to cure such a default within 90 days of notice by COUNTY shall be grounds upon which COUNTY may give notice of termination and terminate this AGREEMENT.

28. Prohibition Against Use of Child Labor

PROVIDER shall:

- A. Not knowingly sell or supply to COUNTY any products, foods, supply, or other personal property or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- B. Upon request by COUNTY, provide to COUNTY, provide the country/countries of origin of any products, foods, supplies, or other personal property PROVIDER sells or supplies to COUNTY; and,

- C. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, foods, supplies, or other personal property sold or supplied by PROVIDER to COUNTY are produced in violation of any international child labor conventions, PROVIDER shall immediately provide an alternative compliant source of supply.

Failure by PROVIDER to comply with provisions of this clause will be grounds for immediate cancellation of this AGREEMENT.

29. Termination for Convenience

It is not the intent of COUNTY to terminate this AGREEMENT before the completion of all items except for sound business reasons of which COUNTY shall be the sole judge and notwithstanding:

- A. COUNTY reserves the right to renegotiate the terms of this AGREEMENT to reduce PROVIDER'S compensation in the event such reduction is necessary, at the sole discretion of COUNTY, to achieve COUNTY budget reductions. Nothing in this paragraph is intended to diminish COUNTY'S right to terminate this AGREEMENT as provided herein;
- B. COUNTY may at any time terminate this AGREEMENT, or any portion thereof, without liability (except as herein provided) by delivering to PROVIDER written notice specifying the desired termination date at least 30 days in advance thereof; and
- C. If this AGREEMENT is terminated, PROVIDER shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion, which the DIRECTOR determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by PROVIDER under this AGREEMENT shall be delivered to COUNTY upon request and shall become the property of COUNTY.

30. Assurance of Compliance with Civil Rights Laws

PROVIDER hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT.

31. Compliance with Laws

- A. PROVIDER agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required, thereby, to be included herein are hereby incorporated by reference.
- B. PROVIDER agrees to indemnify and hold COUNTY harmless from any loss, damage, or liability resulting from a violation on the part of PROVIDER of such laws, rules, regulations, or ordinances.

32. Waiver

No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of said provision or any other provision of this AGREEMENT. Failure of either party to enforce, at anytime or from time to time, any provision of this AGREEMENT shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equality.

33. Compliance With Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

- 1. Unless PROVIDER has demonstrated to COUNTY'S satisfaction either that PROVIDER is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that PROVIDER qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), PROVIDER shall have and adhere to a written policy that provides that its Employees shall receive from PROVIDER, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with PROVIDER or that PROVIDER deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "contractor" means a person, partnership, corporation, or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by COUNTY. If PROVIDER uses any subcontractor to perform services for COUNTY under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
3. If PROVIDER is not required to comply with the Jury Service Program when this AGREEMENT commences, PROVIDER shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and PROVIDER shall immediately notify COUNTY if PROVIDER, at any time, either comes within the Jury Service Program's definition of "contractor" or if PROVIDER no longer qualifies for an exception to the Program. In either event, PROVIDER shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that PROVIDER demonstrate to the COUNTY'S satisfaction that PROVIDER either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that PROVIDER continues to qualify for an exception to the Program.
4. PROVIDER'S violation of this Section of this AGREEMENT may constitute a material breach of this AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this AGREEMENT and/or debar PROVIDER from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

34. No Payment For Services Following Expiration Or Termination Of Agreement

PROVIDER shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by PROVIDER after the expiration or other termination of this AGREEMENT. Should



PROVIDER receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration or other termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from PROVIDER. This provision shall survive the expiration or other termination of this AGREEMENT.

35. Validity

The invalidity, in whole or in part, of any provision of this AGREEMENT shall not void or affect the validity of any other provision.

### 36. Recycled-Content Paper

Consistent with COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, PROVIDER agrees to use recycled-content paper to the maximum extent possible on this SERVICE.

[illegible]

IN WITNESS WHEREOF, the Director of Public Works, pursuant to authority delegated by the Board of Supervisors of the County of Los Angeles on \_\_\_\_\_, 2003, Synopsis \_\_\_\_\_, and the Santa Monica Mountain Conservancy have caused this AGREEMENT to be executed by and through their respective officers, duly authorized, on \_\_\_\_\_2003.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

SANTA MONICA  
MOUNTAINS CONSERVANCY

By: \_\_\_\_\_  
President/Vice President

By: \_\_\_\_\_  
Secretary/Assistant Secretary

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## **APPENDIX A**

### **PROPOSITION A LOCAL RETURN GUIDELINES FOR SPECIAL EVENTS**

The following provisions from the Proposition A Local Return Transit Guidelines and COUNTY requirements for recreational transit eligibility are used in evaluating incoming requests.

- (1) All recreational transit trips must be taken within the eligible area. This area includes Los Angeles, Orange, and Ventura Counties and eligible portions of Riverside and San Bernardino Counties. For destinations outside the eligible area (i.e., to Imperial, Kern, San Diego, San Luis Obispo, and Santa Barbara Counties and portions of Riverside and San Bernardino Counties), Proposition A Local Return Transit funds may be used only for that portion of the trip traveled within the eligible area.
- (2) While trips may be limited to certain general age groups (e.g., children under eighteen (18), senior citizens), all trips must be available to the general public within that particular age group.
- (3) Specialized destinations (e.g., city parks, concerts, special events) may be served; however, all members of the general public must be informed of and allowed to use the service to the special event or specialized destination.
- (4) A listing of proposed destinations must be submitted to COUNTY in advance.
- (5) Proposition A Local Return Transit funds cannot be used to pay for salaries of the recreation leaders or other escorts of recreational transit projects.
- (6) Any proposed purchases of recreational transit vehicles must be circulated to private operators for review.
- (7) Proposition A Local Return Transit funds may not be used to substitute for property tax revenues funding existing transportation programs such as school bus service.  
Transportation for school-sponsored events or for school aged youths during school hours is not an eligible use to Proposition A Local Return Transit funds and cannot be provided under this AGREEMENT.

## **APPENDIX B**

### **CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM**

#### **1. Substance Abuse Testing**

It shall be the duty of PROVIDER to take all steps feasible to ensure that those employed personnel, independent contractors', or subcontractors' employees servicing or operating SERVICE vehicles pursuant to this AGREEMENT do not perform those functions under the influence of alcohol, controlled substances, or medication which impairs their judgment or physical ability.

In meeting this duty, PROVIDER shall, at a minimum, do the following:

- a. Promulgate and Distribute to All Personnel a Written Policy Statement Prohibiting Servicing or Operating SERVICE Vehicles While Under the Influence of Alcohol, Controlled Substances, or Any Medication Which Impairs Judgment or Physical Ability

The written policy statement shall indicate PROVIDER'S intention to: (1) initiate substance abuse testing as described herein below, (2) immediately suspend any personnel testing "positive" for substance abuse from servicing or operating SERVICE vehicles pending review pursuant to the procedure described herein below, and (3) absent overruling on review to permanently prohibit such person from servicing or operating SERVICE vehicles.

- b. Institute a Comprehensive Program for Substance Abuse Testing for All Personnel Entailing Urinalysis and/or Blood Tests

1. Preemployment testing of job applicants, independent contractors', and subcontractors' employees all as part of the preemployment physical examination

Urine and/or blood samples will be taken as part of the preemployment physical examination process and will be subjected to recognized testing procedures employed by duly licensed clinical laboratory technicians to determine the presence of alcohol and/or any controlled substance

as that term is used in the Health and Safety Code, Section 11054, including, but not limited to, marijuana and its derivatives, opium and its derivatives, methaqualone, methamphetamine, lysergic acid diethylamide, psilocybin, or mescaline. Evidence of controlled substance presence in urine or blood of any job applicant shall require denial of the job application. Evidence of a blood alcohol level at the time of testing of greater than 0.08 percent shall likewise require denial of the job application.

If PROVIDER at any time during the period of this AGREEMENT uses or contemplates usage of independent contractors' or subcontractors' employees to service or operate the SERVICE vehicles, the individuals who would perform such functions under such contractual arrangement shall be tested in the fashion described herein above and shall be prohibited from performing said functions upon testing "positive" for controlled substance use or blood alcohol concentration in excess of 0.08 percent.

2. Mandatory drug testing within three hours of a traffic accident or incident giving rise to a suspicion of substance abuse

PROVIDER shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors', or subcontractors' employees involved in a traffic accident while operating a SERVICE vehicle within as short a time as possible following the accident and in no event to exceed three hours thereafter.

PROVIDER shall make the necessary arrangements for and require substance abuse testing of all personnel, independent contractors', or subcontractors' employees servicing or operating a SERVICE vehicle as to whom a report has been received from the public or from coworkers or supervisors as to involvement in a physical altercation, being verbally abusive, or otherwise acting in a bizarre manner. PROVIDER shall make arrangements to provide for continued public transportation service prior to ordering the subject individual to report for drug

testing, but shall make every effort to have the testing occur within three (3) hours of the reported incident.

In addition to the testing required under Subsection b.1 herein above, the testing required pursuant to this subsection shall include testing for the presence of prescription drugs and other over-the-counter medications which are known, on occasion, to cause drowsiness, impairment of judgment, and/or impairment of physical coordination and activity. This classification of substance is intended to include among other things: antihistamines, tranquilizers, pain killers, mood elevators, and psychotropics.

All persons testing "positive" for controlled substance abuse or showing blood-alcohol concentration in excess of 0.08 percent shall be immediately suspended from servicing or operating SERVICE vehicles pending review pursuant to the review procedure set forth herein below. In the absence of an overruling of the suspension pursuant to the review procedure, PROVIDER shall permanently prohibit these individuals from servicing or operating SERVICE vehicles pursuant to this AGREEMENT.

All persons whose tests indicate a blood-alcohol concentration greater than 0.00 but less than 0.08 percent or show the presence of a medication known on occasion to cause drowsiness, impairment of judgment, and/or impairment of coordination and other physical abilities shall be immediately suspended from servicing or operating a SERVICE vehicle for a period of 24 hours. These individuals shall be given oral explanation and warning confirmed in writing and noted in the personnel file with respect to the potential safety hazard posed by the involved substance.

3. Nondiscretionary, Random Substance Abuse Testing

PROVIDER shall identify all personnel, independent contractors', or subcontractors' employees scheduled to service or operate SERVICE vehicles pursuant to this AGREEMENT and place their names in a data pool susceptible to truly random accessibility either physically

as by placement of cards in a tumbler or by programming of an information retrieval system.

Names of individuals shall be chosen for random testing on a schedule designed to test twenty-five percent of the relevant personnel and affected other personnel quarterly, which schedule shall be set forth in a public statement distributed quarterly to all personnel and affected other persons. In no event shall the employee have more than six hours notice prior to his or her appointment for the test.

The testing shall take place on company time at a location that does not require the person tested to expend more personal time in traveling to or from the testing site than would otherwise be expended in traveling to or from a work location.

The testing shall be as to controlled substance abuse and/or blood-alcohol concentration as set forth in Subsection b.1. Upon evidence of a blood-alcohol level in excess of 0.08 percent or of the presence of any controlled substance in any tested individual, PROVIDER shall immediately suspend that individual from servicing or operating a SERVICE vehicle pursuant to this AGREEMENT.

If the finding of substance abuse is not overruled upon review, PROVIDER shall permanently prohibit any such individual from servicing or operating SERVICE vehicles pursuant to this AGREEMENT.

#### 4. Double Testing

All urine and/or blood samples taken for the testing described herein above, which test positive, shall be processed twice for each subject substance. In those cases where it is necessary to perform a second test on a urine sample, the second test shall use a different methodology to assure the validity of the results.

No disciplinary action set forth herein shall be taken unless the urine or blood tests "positive" for the subject substance in each test.

5. Notification of Suspension and Intent to Prohibit Servicing or Operating Vehicles or Performance of Function with Potential Impact Upon Public Safety

PROVIDER shall, upon receipt of substance abuse test results warranting action herein under, notify the subject individual of his immediate suspension and of PROVIDER'S intention to prohibit performance of specified duties. PROVIDER is not required hereby to terminate employment of the individual altogether.

1. Institute A Review Procedure

PROVIDER shall provide use of a meeting room and, as to the employee Board member, paid time for the convening of a drug-testing Review Board on an as-needed basis.

An individual must request a review in writing and must deliver that request to any superior within two business days of receipt of receipt of the notice of suspension or forfeit his right of review. The superior shall deliver the request to any Board member.

The Board shall consist of a member appointed by PROVIDER, an employee representative (who shall be an employee of PROVIDER), and a third party chosen by the other two.

The Board shall decide upon the consequences of the substance testing set forth in Subsection B above within one week of receipt of the request for review.

The Board shall hold short hearings at which the individual tested shall have the opportunity to dispute the fact of substance abuse and present evidence of extenuating circumstances.

The rules of evidence need not be applied. The fact of substance abuse will be presumed from the results of the substance test. Anticipated as the factual basis for rebutting that presumption would be a contrary test result obtained by the individual voluntarily in a relevant time frame from a competent disinterested laboratory.

The Board may make ex parte inquiries to COUNTY Health officials with respect to any review proceeding.



The Board has absolute discretion to question of extenuating circumstances.

The Board shall vote on whether to sustain or overrule the prohibition intended to be imposed within a week of the hearing. A two-thirds vote is required to overrule PROVIDER'S intended work prohibition.

The decision shall be written but need not be a formal document.

2. Confidentiality

The substance test results and any material presented to the Review Board shall be maintained in a confidential file by PROVIDER. The confidentiality shall be of a limited nature. The files will not be available for public inspection and the information therein shall not be otherwise published. COUNTY shall have access thereto however. Statistics generated therefrom without specific reference to individuals may be published or made available for public inspection, and PROVIDER will not refuse to honor a criminal or civil subpoena relative thereto.

3. Liability

COUNTY shall indemnify, defend, and hold harmless PROVIDER, its officers, agents, and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages arising from the institution of legal proceedings challenging the right of PROVIDER to subject its employees to mandatory random drug and alcohol abuse testing, or to require its subcontractors to do the same.

**APPENDIX C**

**LOS ANGELES COUNTY MANDATORY  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM  
QUARTERLY REPORT**

**Provider:**\_\_\_\_\_ **Reporting Period:**\_\_\_\_\_

**Agreement/Contract No.**\_\_\_\_\_ **Project:**\_\_\_\_\_

A requirement of the subject Agreement or Contract is the mandatory quarterly drug testing program. Please complete and submit one of these forms no later than 15 days after the end of each quarter.

**FAX to:** (626) 979-5313

or

**MAIL to:** County of Los Angeles Department of Public Works  
Attention Transit Operations Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

| <b>I.</b>   | <b><u>RANDOM TESTING</u></b>                                | <b><u>DRIVERS</u></b> | <b><u>MECH.</u></b> | <b><u>OTHER</u></b> | <b><u>TOTAL</u></b> |
|-------------|---|-----------------------|---------------------|---------------------|---------------------|
| a.          | Number of drivers and mechanics<br>To project this quarter. | _____                 | _____               | _____               | _____               |
| b.          | Number of random test (25 percent<br>minimum)               | _____                 | _____               | _____               | _____               |
| c.          | Number of positive tests results                            | _____                 | _____               | _____               | _____               |
| d.          | Number of positive second tests                             | _____                 | _____               | _____               | _____               |
| e.          | Action taken due to second positive tests                   | _____                 | _____               | _____               | _____               |
| <b>II.</b>  | <b><u>PRE-EMPLOYMENT TESTING</u></b>                        |                       |                     |                     |                     |
| a.          | Number of potential employees tested                        | _____                 | _____               | _____               | _____               |
| b.          | Number of positive tests results                            | _____                 | _____               | _____               | _____               |
| c.          | Action taken on positive tests                              | _____                 | _____               | _____               | _____               |
| <b>III.</b> | <b><u>INCIDENT-RELATED TESTING</u></b>                      |                       |                     |                     |                     |
| a.          | Number of employees tested                                  | _____                 | _____               | _____               | _____               |
| b.          | Number of positive tests results                            | _____                 | _____               | _____               | _____               |
| c.          | Number of positive second tests                             | _____                 | _____               | _____               | _____               |
| d.          | Action taken due to second positive                         | _____                 | _____               | _____               | _____               |

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX D**

PROVIDER shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s) information as required below:

1. Certificate of insurance which specifically identifies this AGREEMENT and which includes, but not be limited to, the following:
  - a. Full name of the insurer.
  - b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operator's name.
  - c. Full name of program (example: Hometown Happy Seniors' DAR).
  - d. Insurance policy number.
  - e. Type(s) and limit(s) of liability coverage.
  - f. Certificate issue date.
  - g. Certificate expiration date.
  - h. Condition that the insurer shall notify COUNTY in writing at least 45 days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will "endeavor to mail notice" or "intends to notify" are not acceptable.
  - i. Signature of an agent authorized to do business with the insurer.
2. Copies of endorsements for each policy or program of insurance naming the COUNTY as the additional insured.
3. The following information for each of the insured vehicle(s):
  - a. Vehicle make.
  - b. Vehicle model.
  - c. Vehicle year.
  - d. Vehicle license number.
  - e. Vehicle identification number.
  - f. Vehicle seating capacity.

## **APPENDIX E**

### **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA) MTA PROPOSITION A LOCAL RETURN PROGRAM ACCESSIBILITY REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Effective January 1, 1990:

#### **FIXED-ROUTE TRANSIT SERVICES**

All transit vehicles acquired through lease or purchase after January 1, 1990, using MTA subsidies (FTA Section 9, TDA, STA, Proposition A Discretionary and Local Return funds) and used to provide fixed-route services, whether city operated or contracted, must be fully accessible. This encompasses all vehicles which carry more than 10 passengers including over-the-road coaches and specialty vehicles.

#### **RECREATIONAL TRANSIT**

All new buses or vehicles purchased for recreational transit must be fully accessible. Jurisdictions, which contract for recreational trips, must ensure program accessibility by providing an accessible bus or by providing an accessible vehicle which can be used to transport persons with disabilities who choose to participate in recreational transit trips.

Effective July 1, 1990:

#### **DEMAND RESPONSE SERVICES**

Jurisdictions providing paratransit or demand responsive services, whether directly operated by a city/jurisdiction or provided by a contractor, must ensure program accessibility for persons with disabilities by providing fully-accessible service or by meeting all of these minimum standards:

- 1.1 Ensure that an adequate number of operable accessible vehicles are available to persons with disabilities during the same hours of operation provided to ambulatory paratransit riders.
- 1.2 Ensure that the response time for picking up passengers with disabilities is comparable to that provided for ambulatory paratransit riders.
- 1.3 Ensure that drivers and vehicles will be available to persons with disabilities under the same criteria as ambulatory persons.

- 1.4 Sedans and taxicabs may be used to provide demand response services as long as jurisdictions comply with provisions 1.1, 1.2, and 1.3 to the maximum extent feasible or until otherwise specified in the Federal regulations, which address the Americans with Disabilities Act.

## MONITORING

Each jurisdiction will be responsible for compliance. The MTA has the authority to withhold Local Transit Return funds for noncompliance. Additionally, the MTA will audit every jurisdiction on an annual basis to ensure accessibility compliance for persons with disabilities.

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